



Lara Simmons Nichols
Associate General Counsel

LEGAL DEPARTMENT

Duke Energy Corporation
EC03T / P.O. Box 1006
Charlotte, NC 28201-1006

704.382.9960 OFFICE
704.382.5690 FAX
lsnichols@duke-energy.com

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RECEIVED
MAR 20 2006
S.C. PUBLIC SERVICE COMMISSION

The Honorable Charles L.A. Terreni
Public Service Commission of South Carolina
Post Office Drawer 11649
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29211

2006-84-E

Re: Nonresidential Service Agreement Amendment and Assignment Forms

Dear Mr. Terreni:

Pursuant to S.C. Code Ann. § 58-27-820 and S.C. Code Reg. 103-346, Duke Power, a division of Duke Energy Corporation, files 10 copies each of four electric service agreement amendment and assignment forms Duke Power intends to implement for use with its nonresidential customers.

Duke Power provides electric service to its nonresidential customers under various forms of contract. Typically, for customers contracting for less than 1,000 KW a brief Service Agreement is completed and the customer is required to sign the agreement if the contract is for more than 125 KW. For customers over 1,000 KW, those contracting for Extra Facilities and those under special riders such as Economic Development (Rider EC), Economic Redevelopment (Rider ER), Interruptible Service (Rider IS), etc. a longer form Electric Service Agreement is used. Several years ago, Duke Power implemented a contract amendment form to simplify the process for customers who wanted to move from non-time of use rates to time of use rates, with no other changes in the contract.

In an effort to provide better customer service and expedite customer requests, Duke Power is proposing to expand the use of contract amendments to cover other situations. In all cases the customer has an existing contract and the new amendment will modify the existing contract. Customers will still have the option to execute a new contract as they have in the past; however, customers may have the option to execute a contract amendment if appropriate to the situation. Duke Power proposes to implement the use of the following amendments and agreement as outlined below.

Service Address Amendment: A number of Duke Power's contracts were entered into many years ago and set up with service addresses that are not actual street addresses, e.g. Plant 40, Salisbury Plant, etc. The service address amendment would allow Duke Power to streamline the process of updating the addresses to site specific address now being used by county emergency planners. In addition, since these addresses are used in Duke Power's billing and emergency restoration systems, the Company's response to customer inquiries and outages can be improved. This amendment form will not be used in situations where the customer moves physical locations.

Customer Name Change Amendment: Duke Power has seen an increasing number of customers changing their legal name for various reasons. This situation currently requires that such customers execute a new contract in place of each existing agreement. Duke Power proposes a single Name Change Amendment form which would list the accounts for which the name should be changed, and avoid the necessity of executing new contracts for what may be hundreds of affected accounts.

Assignment and Assumption Agreement: The Assignment and Assumption Agreement is specifically designed where there is a change in ownership of a business. Like the Customer Name Change Amendment, the new owner would have the option of signing a single form Assignment and Assumption Agreement with an exhibit listing the covered accounts.

Rate Change Amendment: As indicated above, the Rate Change Amendment is currently in use, but has been updated to be similar in form to the other Amendments that are being filed.

Duke plans to begin using these forms on April 12, 2006, and this filing is made for informational purposes.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lara Simmons Nichols', with a large, stylized loop at the end.

Lara Simmons Nichols

William F. Austin
Austin, Lewis & Rogers, P.A.

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Enclosures

**ELECTRIC SERVICE AGREEMENT
SERVICE ADDRESS AMENDMENT**

_____ and DUKE POWER, a division of Duke Energy Corporation,
do hereby mutually agree and consent to the amendment of the Electric Service
Agreement between the parties dated _____, _____ (the "Agreement"), which
Agreement is hereby modified effective as of _____, _____ in the following
respect only:

Service Address – Customer's service address is changed from
_____ to _____.

Except as expressly modified herein, the Agreement between the parties shall
remain in full force and effect and is hereby ratified and affirmed.

DUKE POWER, a division of
Duke Energy Corporation

By: _____

By: _____

Name: _____
(Type/Print)

Name: _____
(Type/Print)

Title: _____

Title: _____

**ELECTRIC SERVICE AGREEMENT
CUSTOMER NAME CHANGE AMENDMENT**

_____ and DUKE POWER, a division of Duke Energy Corporation,
do hereby mutually agree and consent to the amendment of the Electric Service
Agreement(s) between the parties relating to electric service to the service address(es) set
forth in Exhibit A (the "Agreement(s)"), which Agreement(s) is/are hereby modified
effective as of _____, _____ in the following respect only:

Customer's name is changed from _____ to _____
wherever it appears.

Except as expressly modified herein, the Agreement(s) between the parties shall
remain in full force and effect and is/are hereby ratified and affirmed.

DUKE POWER, a division of
Duke Energy Corporation

By: _____

By: _____

Name: _____
(Type/Print)

Name: _____
(Type/Print)

Title: _____

Title: _____

EXHIBIT A

Service Address(es)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of _____, _____ (the "Effective Date"), is by and among _____ ("Assignor"), _____ ("Assignee") and DUKE POWER, a division of DUKE ENERGY CORPORATION ("Duke Power").

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Electric Service Agreement(s) relating to electric service to the service address(es) set forth in Exhibit A (the "Agreement(s)"). Assignor remains responsible to Duke Power for any payment, duty, or other obligation owed or incurred up to the Effective Date.
2. Assumption. Assignee hereby accepts and assumes all duties and obligations of Assignor arising under the Agreement(s) beginning on the Effective Date.
3. Consent. Duke Power hereby consents to the assignment and assumption contemplated by Sections 1 and 2 above.
4. Notices. All notices to Assignee under the Agreement(s) shall be given to the following address: _____.

IN WITNESS WHEREOF, the parties hereto have each caused this Assignment and Assumption Agreement to be duly executed as of the Effective Date.

_____ (Assignor)

_____ (Assignee)

By: _____

By: _____

Name: _____
(Type/Print)

Name: _____
(Type/Print)

Title: _____

Title: _____

DUKE POWER, a division of
DUKE ENERGY CORPORATION

By: _____

Name: _____
(Type/Print)

Title: _____

[illegible]

**ELECTRIC SERVICE AGREEMENT
RATE CHANGE AMENDMENT**

_____ and DUKE POWER, a division of Duke Energy Corporation,
do hereby mutually agree and consent to the amendment of the Electric Service
Agreement between the parties dated _____, _____ (the "Agreement"), which
Agreement is hereby modified effective as of _____, _____ in the following
respect only:

The rate schedule will be changed from the Company's Rate Schedule
_____ to _____. The minimum bill for electric power and energy
shall be calculated in accordance with the minimum bill provisions of
schedule _____, but the Customer charge and the demand charge
portions shall not be less than _____ per month. The above minimum
charge calculations are based on the current revision of the indicated rate
schedule. These amounts are subject to change upon approval of changes to
the rate schedule by the state commission having jurisdiction over public
utilities and shall immediately become a part hereof as though fully written
herein.

Except as expressly modified herein, the Agreement between the parties shall
remain in full force and effect and is hereby ratified and affirmed.

DUKE POWER, a division of
Duke Energy Corporation

By: _____

By: _____

Name: _____
(Type/Print)

Name: _____
(Type/Print)

Title: _____

Title: _____